

EXHIBIT “C”



NEAL GERBER EISENBERG

May 18, 2023

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Via Email (emilio@agrep.com)
and Federal Express

Mr. Emilo Amendola, Co-President
A&G Real Estate Partners
445 Broadhollow Rd., Suite 410
Melville, NY 11747

Re: Termination Notice; Port Chester Shopping Center Lease
Agreement

Dear Mr. Amendola:

Please be advised that we represent M&J Wilkow, Ltd. and its affiliates in connection with the bankruptcy proceedings of Bed Bath and Beyond and Buy Buy Baby, Inc. and their related and affiliated entities.

I am in receipt of your May 18, 2023 email to Timothy Shields, Senior Vice President of M&J Wilkow regarding Buy Buy Baby's lease of property located in the Port Chester Shopping Center, Port Chester, New York from M&J Wilkow. A copy of the subject Lease Agreement (the "Lease") is enclosed with this correspondence. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Lease.

In your email, you state that "the lease is being assigned to Burlington, the motion will be filed shortly." We interpret your email as an "Assignment/Subletting Notice" from Buy Buy Baby of its proposal to assign its interest under the Lease to Burlington in accordance with Section 15.1.1 of the Lease. As required by Section 15.1.2 of the Lease, please provide Landlord with the full name and address of the proposed assignee, together with a statement certified by Tenant of the amount of the then unamortized costs (amortized on a straight-line basis over the Initial Term) of Tenant's Work (less the Tenant's Allowance to the extent actually paid by the landlord to Tenant) and any alterations performed by Tenant to the Premises.

In accordance with Section 15.1.2 of the Lease, M&J Wilkow, as Landlord, hereby exercises its option to terminate the Lease, and this Letter constitutes Landlord's Termination Notice as set forth in Section 15.1.2(a) of the Lease. Within thirty (30) days after the date of this Termination Notice, and following delivery to Landlord of said certified statement of Tenant's unamortized costs



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and expenses and any alterations performed by Tenant to the Premises, as described above, Landlord shall pay said unamortized costs and expenses to Tenant.

Pursuant to Section 15.1.2 of the Lease, the Lease shall automatically terminate on the ninetieth (90th) day (the "Termination Date") after the date of this Termination Notice.

Very truly yours,

Robert Radasevich

RR:ew

cc: Timothy Shields (via email)
David Eisen (via email)
Joshua A. Sussberg (via email)
Emily E. Geier (via email)
Derek I. Hunter (via email)
Michael D. Sirota (via email)
Warren A. Usatine (via email)
Felice R. Yudkin (via email)
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